DIGIT MANAGEMENT LIABILITY POLICY (COMMERCIAL)
PROSPECTUS
UIN: IRDAN158CP0005V01201920

Go Digit General Insurance Ltd.

Go Digit General Insurance Ltd. ("Digit") is a new general insurance company being set up in India and is backed by Fairfax Financial Holdings Ltd. Fairfax is a large Canada based diversified financial services group engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

At Digit, our mission is to make Insurance products that are simple and transparent. For us, making Insurance simple translates into – Easy interface for customers to interact with us, Simple products, Simple and effective claims' process. Our goal is to offer products and services that customer really wants and back it by service, that we can be proud of. We have a team that brings in years of experience in Insurance and technology companies. We want to become a part of consumers' lives and enable them to live without worrying about uncertain future.

Product Introduction

Digit Management Liability Policy (Commercial) provides protection for claims brought against Directors, Officers and Employees for actual or alleged breach of duty, neglect or errors in their managerial capacity.
This Policy will pay to the Directors and Officers of a Company, or to the organization(s) itself, as indemnification (reimbursement) for losses or advancement of defense costs in the event an insured suffers such a loss as a result of a legal action brought for alleged wrongful acts in their capacity as directors and officers.

Who Can buy this Product?

This Product can be bought by any Entity who needs to have protection against any legal liability arising out their Employees, Director's or officer's wrongful act or Employment wrongful act where minimum Sum Insured should be 5 crores or above.

What are the coverages under the Digit Management Liability Policy (Commercial)?

1. Insuring Clause

1.1. Directors and Officers

We will pay to You or on Your behalf all Loss resulting from a Claim against You except for and to the extent that the Company has indemnified You. This cover only applies when the Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.2. Company Reimbursement

If Named Insured have opted for this Cover, We will pay to or on behalf of the Company all Loss resulting from a Claim against the Insured to the extent that the Company has indemnified such Insured. This cover only applies when the Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.3. Company Insurance for Securities Claims

If Named Insured have opted for this Cover, We will pay to or on behalf of the Company, all Loss resulting from any Securities Claim against the Company. This cover only applies when the Securities Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.4. Company Insurance for Employment Claims

If Named Insured have opted for this Cover, We will pay to or on behalf of the Company, all Loss of the Company resulting from any Claim against the Company for any Employment Wrongful Act of the Company. This cover applies only where the Claim is first made against the Company during the Policy Period or Extended Reporting Period if applicable and notified to Us as soon as practicable and during the Policy Period or Extended Reporting Period if applicable.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2. Inbuilt Covers

The inbuilt covers are mentioned below and the Limit of Liability for each cover is as mentioned in the Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted and mentioned against Management Liability Section in the Policy Schedule except for Inbuilt Cover 2.2 Protected Excess Limit for Non-Executive Directors and Inbuilt Cover 2.23 Premises Liability which are in addition to the Limit of Liability opted and mentioned against Management Liability Section in the Policy Schedule but within Policy Aggregate Limit as mentioned in the Policy Schedule.

2.1. Legal Representation Costs

We will pay to or on behalf of the Company or Insured all Legal Representation Costs resulting from an Inquiry. This cover only applies when notice compelling attendance by the Insured at the Inquiry is first served on the Insured or the Self Report Investigation is first required and reported to Us during the Policy period or Extended Reporting Period if applicable.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.2. Protected Excess Limit for Non-Executive Directors

In addition to the Limit of Liability mentioned against Management Liability Section in the Policy Schedule, We will pay to or on behalf of each Non-Executive Director all Loss, up to the Protected Excess Limit as mentioned in the Policy Schedule, resulting from a Claim against, or Inquiry compelling attendance by, such Non-Executive Director.

The limit for this cover is mentioned in the Policy Schedule in the aggregate per Policy period for each Non-Executive Director, up to a total aggregate amount in the Policy period as mentioned in the Policy Schedule, for all Loss in respect of all Non-Executive Directors for all Claims and Inquiries.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.3. Public Relations Expenses

We will pay to You or on Your behalf, Public Relations Expenses with our prior written consent (not to be unreasonably withheld) for You to retain a public relations consultant to reduce or prevent the effects of negative publicity which the Insured reasonably believes may lead to a Claim or an Inquiry.

This cover only applies when the request to retain a public relations consultant is first made and reported to Us during the Policy period, or Extended Reporting Period if applicable.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.4. Extradition Costs

We will pay to You or on Your behalf, Extradition Costs with Our prior written consent (not to be unreasonably withheld) for You to retain legal adviser or tax accountant to advise You in connection with an Extradition Proceeding.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.5. Emergency Costs Advancement

If Claims Expenses or Legal Representation Costs are incurred by You, prior to receiving the written consent from Us, We agree to give retrospective approval for such amounts incurred by You to the point in time when You could reasonably have sought Our written consent. The Company or You shall give written notice to Us of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

Notwithstanding above, if it is established that there is no entitlement to indemnity under the Policy for the specific Claims Expenses, Legal Representation Costs, such amounts shall be repaid to Us immediately.

2.6. Occupational Health and Safety Costs

General Exclusions 5 - The Bodily Injury and Property Damage, shall not apply to Claims Expenses resulting from a Claim, or Legal Representation Costs resulting from an Inquiry, in respect of any alleged breach of any occupational health and safety law or regulation, including but not limited to a Workplace Death.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.7. Retired Directors and Officers

We agree to indemnify any Retired Directors or Officers for Claims made against, or Inquiries involving, such persons during the period mentioned in the Policy schedule immediately following the expiry of this Policy period, but only to the extent that such Claims are for Wrongful Act and Inquiries occurring prior to the effective date of termination or non-renewal, provided that:

i. this Policy is not renewed or replaced with any other Policy affording Directors and Officers or management liability cover;
ii. an Extended Reporting Period is not invoked;
iii. a Transaction has not taken place; and,
iv. External Administrator 's appointment has not taken place.

2.8. Pollution Claims Expenses Cover

The General Exclusion – 25. Pollution shall not apply to Claims Expenses for a Claim brought or Legal Representation Costs for an Inquiry instituted outside the United States of America or its territories based on or arising from or attributable to Pollution.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.9. Pollution Shareholder Claim Cover

The General Exclusion – 25. Pollution shall not apply to any Claim made by any holder of Securities of the Company, either directly or derivatively, without the solicitation, voluntary assistance or participation or assistance of any Insured.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.10. Advancement of Claims Expenses within Thirty (30) Days

As stated in General Condition 1- Claims Expenses to be advanced, in respect of any Claim or Inquiry, We shall pay Claims Expenses or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication, the advancement of Claims Expenses or Legal Representation Expenses as provided under this Policy will be made within thirty (30) days of receipt of an invoice by Us.

2.11. Automatic New Subsidiary Cover

If during the Policy period the Company acquires or creates a new Subsidiary then that legal entity shall be covered as a Subsidiary under this Policy with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

i. domiciled in or has any of its Securities listed on any exchange in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
ii. a Financial Institution;
iii. assets greater than the Acquisition Threshold as mentioned in the Policy Schedule;

in which case the Company shall provide Us with full information, pay any additional premium and agree any amendment to the provisions requested by Us to obtain cover as a Subsidiary for such legal entity.

2.12. New Offering of Securities

If during the Policy period the Company issues or proposes the sale or allocation of Securities that does not exceed the amount mentioned in the Policy Schedule then We shall immediately provide cover for such sale or allocation of Securities under this Policy; if the sale or allocation exceeds the amount mentioned in the Policy Schedule then the Company shall provide Us with full information in respect of the said Securities and pay any additional premium and agree any amendment to the provisions requested by Us to obtain cover for such under this Policy.

2.13. Counselling Services Cover

We will pay to You or on Your behalf, up to the Counselling Services Cover Limit all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the Insured at his/her own discretion with the prior written consent of We, not to be unreasonable withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a Claim against, or Inquiry compelling attendance by, such Insured.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.14. Management buyouts

If a Subsidiary ceases to be owned by the Named Insured due to a buy-out by existing management of the

Company, We will extend the existing cover, subject to all terms, conditions and exclusions of the Policy to the Insured in respect of such Subsidiary for a period as mentioned in the Policy Schedule from the date of the buy-out for Wrongful Act committed subsequent to the buy-out, such period not to extend beyond the expiry date of this Policy. This Cover shall not apply where there is other insurance in respect of such Wrongful Act.

2.15. FOREIGN CORRUPT PRACTICES ACT (FCPA) AND UK BRIBERY ACT

We will pay to You or on Your behalf, With respect to civil fines and penalties imposed in relation to Bribery Act 2010 or Section 78ff(c) 2(B) or Section 1 78dd – 2(g) (2) (B) of the Foreign Corrupt Practises Act, or similar legislation in any other jurisdiction, Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.16. U.S. Securities & Exchange Act of 1933 Section 11 or 12 (as amended)

We shall not assert that any portion of the amount which the Insured is legally liable to pay in respect of all settlements, judgments and Claims Expenses in respect of a Securities Claim alleging violation of Section 11 or 12 of the U.S. Securities & Exchange Act of 1933 (as amended), as constituting an uninsurable Loss. We shall treat that portion of all settlements, judgements, and Claims Expenses as constituting Loss in accordance with this Policy.

2.17. Interpretive Counsel

For the purpose of this Cover, the term Claims Expenses expressly includes reasonable costs and expenses incurred by You for counsel within their home jurisdiction to interpret and apply advice received from counsel in a foreign jurisdiction in response to any Securities Claim in such other jurisdiction.

2.18. Kidnap Response Cost

We shall pay to the Company, Kidnap Response Costs incurred by the Company in the event that during the Policy Period an Insured has first become a victim of a Kidnap Event.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.19. Shareholder Claims Expenses

We shall pay to or on behalf of the Company any fees, costs, charges and legal expenses incurred by any shareholder of the Company in pursuing a Claim against You on behalf of the Company in the event and to the extent that the Company is legally liable to pay such fees, costs, charges and legal expenses pursuant to a court or arbitration order.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.20. Swedish Tax Payment Act - Skattebetalingslagen

Solely in regard to a Claim brought and maintained within the jurisdiction and courts of Sweden or its territories and/or possessions against an Insured located or domiciled in Sweden or its territories and/or possessions.

We will pay on behalf of any Director or Officer taxes determined to be owed by such Director or Officer, in his or her respective Insured capacity, according to Skattebetalingslagen (SFS 1997:483) 12th Chapter, paragraph 6, arising from a Claim made against such Director or Officer alleging ,either (i) a Wrongful Act of such Director or Officer in his or her capacity as such or (ii) a Wrongful Act committed by an Employee of the Company with regard to the failure to pay such taxes: provided however this coverage shall not include:

i. taxes determined to be owed by a Director or Officer in connection with any intentional
ii. criminal or fraudulent acts committed by such Director or Officer: or
iii. taxes which the Company is financially able to pay; or
iv. taxes considered uninsurable under the law

2.21. Run off after Transaction

In the event of a Transaction, then on application by the Named Insured, no later than 30 days after the completion of the Transaction, We will extend cover to apply in respect of Claims first made against You and properly notified within a period as mentioned in the Policy Schedule from the expiry date of the Policy period but only for Claims that arise from Wrongful Act occurring prior to the date of such Transaction. This cover is only available if the Named Insured accepts the additional terms, conditions, exclusions or premium as We may require.

If this cover is opted, Inbuilt Cover 2.7 - Retired Directors and officers, Inbuilt Cover 2.11 Automatic New Subsidiary Cover, Special Provision – Extended Reporting Period are deleted from this Policy with effect from

the date of such Transaction.

2.22. Financial Interest in Covered Companies

We shall make best efforts to reimburse the Named Insured for its Financial Interest if the Named Insured has suffered Loss due to Us being prevented from making a payment under the Policy to You solely because Your Claim under the Policy has been brought in a Non-Admitted Jurisdiction. This is provided that

i. matters known to You are deemed to be known to the Named Insured;
ii. the Named Insured and You comply with all the provisions and requirements of the Policy; and
iii. the total reimbursed under this cover shall be the calculated as the equivalent of the payment We had been prevented from paying to You and shall fully release Us from any further payments of such amounts

2.23. Bodily Injury and Property Damage Liability

We shall indemnify You for all amounts, which You become legally liable to pay as Compensation arising out of Third-Party Bodily Injury and Property Damage at Your Premises during the Policy period within the Coverage Territory as a result of a Claim in connection with Your Business,

Provided that, a Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

i. When notice of such Claim is received and recorded by You or by us, whichever comes first; or
ii. When We make settlement in accordance with this Cover.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

What are the Special Provisions under this Policy?

Below mentioned are the Special Provision applicable to this Policy:

1. Right to Defend

We will have the right to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act in accordance with General Condition 4 – Defence and Settlement of this Policy. However, We will have no duty to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act to which this insurance does not apply. We may, at Our discretion, investigate any Occurrence, Event, and settle any Claim or Suit that may result, but:

1. The amount We will pay as Compensation for Bodily Injury or Property Damage or Wrongful Act is limited to the amount mentioned in the Policy Schedule against each of the above-mentioned Covers.
2. Our right to defends ends when We have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Covers.

2. Compensation for Court Attendance

If You attend court as a witness, at Our request, in connection with a Claim in respect of which You are entitled to indemnity under this Policy, We will provide Compensation to You at the rates as stated in Your Policy Schedule, per day for each day on which attendance is required in respect of:

a) any of Your Director, Officer or partner;
b) any of Your Employee.

The Compensation payable for Court Attendance is not in addition but part of Limits of Liability under the respective Cover.

3. Claim Preparation Costs

We will pay You during the Policy period for reasonable professional fees and such other expenses incurred by You for the preparation of any Claim that is covered under this Policy, provided always that such cover shall not include any Claims Expenses.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions and exclusions of this Policy.

4. Extended Reporting Period

If this Policy is neither renewed nor replaced with an insurance Policy for the same interest Named Insured shall be entitled to an Extended Reporting Period as below from the date of expiry of the Policy provided no insurance is in force during this Extended Reporting Period for the same interest:

i. Number of days as opted by Named Insured and mentioned in Policy Schedule, granted automatically; or

ii. Number of months as opted by Named Insured and mentioned in Policy Schedule, upon payment of an additional premium, as specified in the Policy Schedule as a percentage of the annual premium in effect immediately prior to the expiry of the Policy period.

If the Named Insured elects to purchase a Extended Reporting Period, per item (II) above, then the Named Insured must make any request for a Extended Reporting Period in writing, and pay any applicable additional premium, within 30 days after the expiry of the Policy period. A Extended Reporting Period is not cancellable by the Named Insured and any premium paid for a Extended Reporting Period is non-refundable. No Extended Reporting Period is available if this Policy is cancelled or avoided, or there has been a Transaction prior to the expiry of the Policy period.

5. Limits of Liability

We will only be liable under this Policy for Compensation in respect any Bodily Injury or Property Damage or or Wrongful Act in excess of Deductible and Participation Percentage.

1. The Limits of Liability shown in the Policy Schedule and the rules below specify the maximum We will pay regardless of the number of:
   a) Insureds;
   b) Claims made, or Suits brought; or
   c) Claimants.

   Subject to the following paragraph, Each Occurrence Limit stated in the Policy Schedule is the maximum We will pay in total for the sum of:
   a) all Compensation for all any Bodily Injury or Property Damage or Wrongful Act arising out of any one Occurrence; and
   b) Claims Expenses in connection therewith.
2. The Aggregate Limit stated in the Policy Schedule is the maximum We will pay in total for the Sum of all Compensation for all Bodily Injury or Property Damage or Wrongful Act arising out of all Occurrences during each Policy Year and all Claims Expenses and in connection therewith.

All sums indemnifiable under this Policy for Bodily Injury or Property Damage or Wrongful Act will be paid by Us in the order that such sums are presented to Us for indemnification.

6. Severability

In issuing this Policy We have relied upon the Proposal.

No statements made, nor any information or knowledge possessed by You when applying to Us for this insurance, nor Your conduct falling within the General Exclusion 1- Dishonest or Improper Conduct which involves an Insured or Company, shall be imputed by Us to any other Insured.

For the purposes of determining the availability of cover under Insuring Clause 1.3. Company Insurance for Securities Claims, only statements, information and knowledge possessed by any finance Director, chief executive Officer, chief operating Officer, chief legal Officer, managing Director and chairman (or equivalent positions) of the Company shall be imputed to that Company, and the knowledge of the such position holders of the Named Insured will be imputed to any Company

For the purposes of determining the availability of cover under Insuring Clause 1.4- Company Insurance for Employment claims, only statements, information and knowledge possessed by any finance Director, chief executive Officer, chief operating Officer, chief legal Officer, managing Director or chairman (or equivalent positions) or the most senior human resources Officer or manager (or equivalent position) of the Company shall be imputed to that Company, and the knowledge of the same Officers of the Named Insured will be imputed to all Companies.

7. Non-avoidance

If We are entitled to avoid this Policy from inception or from the time of any variation in cover due to fraudulent non-disclosure or misrepresentation by the Company or one or more Insured, We shall maintain cover for each Insured or Company, subject to all Policy terms, to the extent that such Insured or Company was not involved in or aware of any such conduct. The Insured and Company agree that We are entitled to reduce its liability to nil in

respect of those Insured or Company who were involved in or aware of such conduct.

8. Changes in Exposure

8.1. Subsidiary and Auto Acquisition

Cover in respect of any Subsidiary shall apply only to Wrongful Act occurring whilst such entity was a Subsidiary.

If a new Subsidiary is created or acquired during the Policy period which does not fall within Inbuilt Cover 2.11 Automatic New Subsidiary Cover , subject to any additional information required by Us, and any additional premium, terms and conditions We require and the Company accepts, cover under this Policy will be extended to the Directors or Officers of such Subsidiary for a Wrongful Act occurring after the acquisition or creation of such Subsidiary.

If a Subsidiary is sold or disposed of during the Policy Period, cover under this Policy in respect of the Directors or Officers of such entity shall apply only to Wrongful Act occurring prior to it ceasing to be a Subsidiary.

8.2. Duties of the Insured to Report Offering of Securities

If during the Policy period the Company issues or proposes the sale or allocation of Securities that exceeds the amount mentioned in the Policy Schedule then the Company shall provide Us with full information in respect of the said Securities and pay any additional premium and agree any amendment to the provisions requested by Us to obtain cover for such sale or allocation of Securities under this Policy.

What are the General Exclusion under this Policy?

We will not be liable under this Policy in respect of:

1. Dishonest or Improper Conduct which involves an Insured or Company:
   - 1.1. committing or permitting any wilful breach of duty;
   - 1.2. committing or permitting any criminal, fraudulent, dishonest or malicious act;
   - 1.3. knowingly, willfully or recklessly violating any obligation, contract, law or regulation;
   - 1.4. gaining any personal profit or advantage to which the Insured was not legally entitled; or
   - 1.5. having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities.
   - 1.6. Each of the clauses in this Exclusion will only apply where the conduct in question has been established by written admission, court judgment or other final adjudication.
2. Known Prior Matters and Notifications

   based on, related or attributable to any fact, circumstance, Claim, Wrongful Act or other matter, which is or are the subject of any:
   - (i) notification, in whole or part, under any policy which incepted prior to the inception of this Policy, or which alleges or derives from the same or essentially the same facts or circumstances as alleged in such earlier notification; or
   - (ii) Claim litigation, proceeding or Inquiry which, in whole or part, existed or was pending at the Prior or Pending Date and of which the Insured or the Company had notice, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such prior or pending Claim, litigation, proceeding or Inquiry; or
   - (iii) Inquiry or Claim made, threatened or intimated against the Insured or Company before the commencement of the Policy period; or
   - (iv) disclosure to Us in the Proposal, of any Claim, Inquiry, investigation, conduct, fact or matter regardless of how it is expressed; or
   - (v) knowledge of the Insured or the Company prior to the Continuity Date as mentioned in the Policy Schedule that such might give rise to a Claim or an Inquiry, or where the Insured or the Company ought reasonably have been aware of that potential.
3. Insured versus Insured – USA only

   Claims(s) which is or are made or commenced by or on behalf of or at the instigation of the Company or any Insured in the United States of America or its territories. However, this Exclusion shall not apply to:
   - (i) Claims Expenses;
   - (ii) any Claim by an Employee alleging an Employment Wrongful Act;
   - (iii) any Claim or Inquiry brought or maintained by an External Administrator, either directly or on behalf of the Company, without the instigation, assistance or participation of any Insured or the Company;
   - (iv) any Claim brought or maintained by an Insured for contribution or indemnity if the Claim directly results from another Claim covered under this Policy;
   - (v) any Claim made by a past Insured; or
   - (vi) any shareholder derivative action brought by or maintained on behalf of the Company by any legally

empowered entity or person, which is brought without the solicitation, assistance or participation or co-operation of any Insured.

4. Employee Retirement Income Security Act
arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any amendments thereto or similar provisions of any federal, country, state, territory or local statutory law or common law in the United States of America or Canada or any of their territories or possessions.
5. Bodily Injury and Property Damage
for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof. However, this Exclusion shall not apply to
   i. Claims for an Employment Wrongful Act to the extent that they are in respect of mental anguish or emotional distress or disturbance.
   ii. Cover for premises liability.
6. Professional Services
in respect of the provision of Professional Services by the Company or any Insured to a third party except to the extent that such Claim or Inquiry alleges that the Insured failed to supervise an Employee in the provision of those services. This exclusion shall not apply to any Claim brought or maintained by a Securities holder or group of Securities holders of the Company directly or derivatively without the solicitation, voluntary assistance, or participation of any Insured.
7. Employed Lawyer
We shall not be liable to make any payment arising out of, based upon, or attributable to legal or professional malpractice of any Employed Lawyer, including but not limited to the rendering, or failure to render legal or professional service or advice to others for a fee.
8. Outside Entity
which is made or commenced by or on behalf of, or in the name or by right of, any Outside Entity or any of its Directors or Officers, whether directly or derivatively, or any shareholder of the Outside Entity holding more than 15% of the issued and outstanding voting capital of the Outside Entity, against an Insured for a Wrongful Act with respect to such Outside Entity, unless such Claim is:
   (i) brought and maintained as a derivative action independently of, and without the solicitation, assistance or active participation of, the Outside Entity, the Company or any Insured; or
   (ii) for contribution or indemnity and directly results from another Claim covered under this Policy.
9. Securities and Exchange Commission
arising from, attributable to or in any way connected with (directly or indirectly) any actual or alleged violation of any of the provisions of the Securities Act 1933 (USA), the Securities Exchange Act 1934 (USA) or any amendment or re-enactment thereof, or any similar federal or state law, or any common law relating thereto.
10. Specific Exclusion for Insuring Clause 1.3. Company Insurance for Securities Claims
We shall not be liable to make any payment for Loss in connection with any Securities Claim or Inquiry
   10.1 Contract
   based on, arising from, alleging or attributable to any actual or alleged liability of the Company under any contract, express warranty, guarantee or other statement that relates to the purchase, sale or offer to purchase or sell any Securities; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract.
   10.2 Pricing
   based on, arising from, or attributable to any allegation that the Company paid or received an inadequate or unfair price or consideration for any Securities of a company, provided this exclusion shall not apply to Claims Expenses.
11. Specific Exclusion for– Insuring Clause 1.4 - Company Insurance for Employment Claims
We shall not be liable to make any payment for Loss in connection with any Claim:
   11.1 based on, arising from, alleging or attributable to conduct, facts or matters, including Employment Wrongful Act, which is or are the subject of any Claim, litigation, proceeding or Inquiry, which, in whole or part, existed or was pending at the Employment Practices Prior or Pending Litigation Date or order, decree or judgment entered, against the Company or any Insured on or prior to the Employment Practices Prior or Pending Litigation Date, or alleging or derived from the same or essentially the same facts, circumstances or situation underlying or alleged therein.

11.2 based on, arising from, alleging or attributable to any responsibilities, obligations or duties in respect of any superannuation or pension fund, or any profit sharing or other Employee benefits programme, including but not limited to responsibilities, obligations or duties imposed by the Superannuation Industry (Supervision) Act 1993 (Aust), the Employee Retirement Income Security Act of 1974 (USA), the Fair Labor Standards Act (USA) (except the Equal Pay Act (USA)), the National Labor Relations Act (USA), the Worker Adjustment and Retraining Notification Act (USA), the Consolidated Omnibus Budget Reconciliation Act (USA), the Occupational Safety and Health Act (USA), the Health and Safety at Work Act 1974 (UK), the Pensions Act 1995 (UK) and any amendments thereto or any related or similar law or regulation in any jurisdiction.

11.3 by a past, present or future Director of the Company:

11.3.1 where the Director is not an Employee;

11.3.2 where the Director is making the Claim in a capacity other than that of an Employee; or

11.3.3 to the extent that, where the Director makes a Claim partly in his or her capacity as an Employee, and partly in another capacity, the Loss does not arise out of, is not based upon or is not attributable to the Director's capacity as an Employee.

11.4 based on, arising from, alleging or attributable to any liability of others assumed by the Company under any contract or agreement; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract or agreement.

11.5 based upon, arising from, alleging or attributable to an obligation or breach of an obligation, under:

11.5.1 any law or regulation providing for paid or unpaid leave of any kind;

11.5.2 any law or regulation regulating salary or wages either during employment or upon termination of employment; or

11.5.3 any Industrial Instrument;

11.5.4 or based upon, arising from, alleging or attributable to:

11.5.5 any breach of contract alleged to occasion, in whole or in part, participation in an unfair contract for which a statutory remedy exists or allegedly exists; or

11.5.6 any breach of contract resulting from or caused by participation in an unfair contract for which a statutory remedy exists or allegedly exists.

11.6 based upon, arising from, alleging or attributable to any deliberate, wilful or reckless breach of a contract of employment by the Company.

11.7 based on, arising from or attributable to strikes, work-to-rule, work bans, overtime bans, go-slows, picketing, sit-ins, lock-outs, demonstrations or any other industrial action or industrial disputes or other collective action by or on behalf of Employees.

11.8 based on, arising from, alleging or attributable to any assault or assault and battery.

Otherwise the Exclusions in the Policy are deemed to be amended to apply to the cover for the Company under this clause.

12. Asbestos

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos Products or asbestos contained in any Products. However, this Exclusion does not apply to actual or alleged Loss, cost, expenses or liability where such Loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.

13. Damage to Property

Property Damage to:

i) Property You own, rent or occupy;

ii) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;

iii) Property loaned to you;

iv) Personal property in the care, custody or control of the Insured;

v) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or

vi) That particular part of any property that must be restored repaired or replaced.

14. Deliberate acts

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the Insured or any Employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

15. Progressions of known Bodily Injury or Property Damage:

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of Bodily Injury or Property Damage that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the Policy period, to have occurred.

16. Expected or Intended Injury
    Bodily Injury or Property Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.
17. Fines and Penalties
    Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise. other than Pecuniary Penalties.
18. Loss of Use
    The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:
    i) a delay in or lack of performance by You or on Your behalf of any contract; or
    ii) the failure of a Product or any work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by You or on Your behalf after the Product or work has been put to its intended use by any person or organization other than You.
19. Radioactivity
    any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from
    I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
    II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.

    However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.
20. War and Terrorism
    any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, Terrorism or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
21. Prior Acts
    any liability arising from or attributable to any Bodily Injury, Property Damage or in any way involving any Wrongful Act first occurring prior to the Retroactive Date, if any, specified in the Policy Schedule.
22. Prior Claims/ Circumstances
    This Insurance does not apply to any Claims, circumstances made prior to the inception of this Policy including any Related Claims thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this Policy including any Related Claims thereto.
23. Employee's Compensation and Similar Laws
    This insurance does not apply to any obligation of the Insured under any Employee's Compensation, disability benefits or unemployment Compensation law or any similar law.
24. Employer's Liability
    1. This insurance does not apply to Bodily Injury to an Employee of the Insured arising out of and in the course of:
       I. employment by the Insured; or
       II. performing duties related to the conduct of the Insured's Business.
    2. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Employee as a consequence of any injury described in paragraph 1. above.

       Points 1. and 2. above apply:
       I. whether the Insured may be liable as an employer or in any other capacity; and
       II. to any obligation to share damages with or repay someone else who must pay damages because of any injury

described in Points 1. and 2. above.

25. Pollution

arising from or attributable to:

1. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or
2. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants.

26. Sanctions and Limitations

We shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

27. Iran Risk Clause

This Policy does not provide any cover, and does not include any liability to pay any Claim or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

28. Product and Completed Operations Liability

We will not pay any Claim arising out of any Product and Completed Operations Liability.

What are the various General Conditions under this Policy?

Below General Conditions are applicable to all the Sections under this Policy:

1. Claims Expenses to be Advanced

In respect of any Claim or Inquiry, We shall pay Claims Expenses or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication. If at any time a Claim, or part thereof, is deemed not to be covered under this Policy or is found to be excluded, then all such amounts advanced in any respect of any uncovered party or matter, including as determined by condition 5 Allocation, must be returned to Us on demand, by the party not entitled to such cover.

2. Territory and Jurisdiction

This Policy applies where legally permitted to Wrongful Act committed and Claims made and Inquiries held, anywhere in the world.

3. Deductible and Deductible Return

The Limit of Liability is payable in excess of any applicable Deductible. The Deductibles applicable are inclusive of all Loss. The applicable Deductible is shown in the Policy Schedule.

No Deductible will apply to any Claim, and We will reimburse those Claims Expenses incurred by the Insured to the extent not already paid by Us, if:

i. the Claim is dismissed and without the payment of any monetary consideration by or on behalf of the Insured; or
ii. there is a final judgment of no liability in favour of the Insured, whether by settlement to which has consented or by summary judgment, and without the payment of any monetary consideration by or on behalf of the Insured;
or
iii. there is a final judgment of no liability obtained after trial, in favour of the Insured, after the exhaustion of all appeals.

Any reimbursement under this clause will only occur if, 180 days after the date of dismissal or final judgment of no liability is obtained, there is no further Claim brought based on the same or related Wrongful Act or any matters relating to the facts and matters alleged in the relevant Claim.

4. Defence, Co-operation and No Admissions

It shall be the duty of the Insured to defend Claims and arrange for representation at an Inquiry. We shall have the right to effectively associate with the Insured in respect of the conduct and management of any Claim or Inquiry to which this Policy may apply, and to be given the opportunity to consult with the Company and the Insured in relation to proposed action that the Company or Insured may wish to take in relation to such Claim or Inquiry.

Any lawyers or other advisors the Insured propose to appoint shall be approved by Us prior to their appointment. Such approval shall not be unreasonably withheld, including but not limited to the need for separate representation due to any conflicts of interest between the Insured, or between the Insured and the Company.

The Company and the Insured shall not admit liability for or settle any Claim, or incur any Claims Expenses or Legal Representation Costs or other Loss, without Our written consent, such consent not to be unreasonably withheld. We will not be liable for any Loss, settlement, agreement or assumed obligation to which it has not consented in writing, other than as allowed under Inbuilt Cover 2.5 - Emergency Costs Advancement.

The Company and the Insured shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The Company and the Insured shall, at their own cost, co-operate fully with Us and/or its legal representative in relation to the conduct of any Claim or Inquiry, and in relation to Our investigation of the entitlement of the Insured or the Company to indemnity under this Policy.

The Company and the Insured shall do nothing which prejudices Us in respect of a Claim or Inquiry, including but not limited to any subrogated or other rights of recovery.

The Company and the Insured agree that, where more than one Insured and/or the Company is involved in a Claim or Inquiry, We have no obligation to communicate with any other Insured or the Company in relation to that Claim or Inquiry.

5. Allocation

If an Insured or the Company incurs Loss in respect of a Claim which includes both covered and uncovered matters or which is made against both covered and non-covered parties then the Insured or the Company and We shall use their best efforts to agree upon a fair and proper allocation of the proportion of the Loss covered hereunder, having regard to the relative legal and financial exposures. Only Loss incurred by an Insured and in the case of Claims Expenses directly attributable to the defence of an Insured is covered hereunder. Loss incurred by or attributable to the defence of the Company itself is not covered, unless under Insuring clause 1.3. Company Insurance for Securities Claims.

If an allocation cannot be agreed between the Insured or the Company and Us, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by an arbitrator to be mutually agreed upon. The costs of any reference to expert determination under this clause shall be borne equally by both the Insured and the Company seeking the determination and the Insurer.

6. Transactions

If during the Policy period a Transaction is effected, the cover provided under this Policy only applies to Wrongful Act or, in the case of an Inquiry, conduct occurring prior to the Transaction becoming effective.

The Named Insured shall give Us written notice of any Transaction as soon as practicable, but not later than 30 days after the effective date of the Transaction.

7. Authorisation

The Named Insured shall act as agent on behalf of the Insured in respect of all matters of any nature relating to or affecting this Policy other than in respect of Inbuilt Cover 2.2 - Protected Excess Limit for Non-Executive Directors. We are entitled to treat the Named Insured as having such authority for all purposes connected with this Policy.

8. Priority of Payments

If payment of Loss is due under this Policy but the amount of such Loss in the aggregate exceeds or may exceed the remaining available Limit of Liability for this Policy, We are entitled to:

i. first pay such Loss for which coverage is provided under Insuring Clause 1.1 – Directors and Officers and Inbuilt Cover 2.1 – Legal Representation Cost of this Policy then,
ii. to the extent of any remaining amount of the Limit of Liability available after payment under (i) above, pay such Loss for which coverage is provided under any other Insuring Clause of this Policy.

Except as otherwise provided, We may pay Loss as it becomes due without regard to the potential for other future claims under the Policy or future payment obligations under the Policy.

The Company and the Insured agree that, where more than one Insured is entitled to indemnity under the Policy, We are entitled (but not obliged) to make payments in respect of such claims under the Policy in the sequence in which the claims by the Insured are received by it, irrespective of whether such payments might exhaust or erode the Limit of Liability.

9. Admission of Liability

Unless You have obtained Our prior written consent, neither You nor any of Your Employees, agents or others acting on Your behalf may:

a. admit liability, fault or guilt in connection with any Occurrence; or
b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
c. settle any third-party Claim, even though it may be within the amount of the Deductible and Participation Percentage.

10. Alteration of Risk

Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this Policy or at any subsequent renewal date, shall be notified to Us as soon as such change comes to Your notice.

We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this Policy or prevent Us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be changed, except by endorsement issued by Us and made a part of this Policy.

11. Cancellation

a. Cancellation by Insured

Policy may be cancelled at the option of the insured with Fifteen (15) days' notice of cancellation and We will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the Policy. The balance premium, if any, will be refundable to the insured. In case of cancellation of Policy by the insured, premium would be refunded as per below table subject to there being no Claim under the Policy:

Period on Risk	% of Premium to be Refunded
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

b. Cancellation by Insurer:

This insurance may also at any time be terminated at the option of the Insurer, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

c. Your Policy will automatically be cancelled from the time Your Business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or Trustee in bankruptcy is appointed to You or any of Your assets.

d. No refund of premium shall be due if the Insured has made a Claim under this Policy.

12. Contract Rights

Nothing in this Policy is intended to confer an enforceable benefit on any Third Party, whether pursuant to legislation equivalent to the United Kingdom Contract (Rights of Third Parties) Act 1999 or otherwise.

13. Defence and Settlements

We will have the right, but in no case the duty, to take over and conduct in the name of the Insured the defence of any Claim and will have full discretion in the conduct of any proceedings and in the settlement of any Claim and having taken over the defence of any Claim may relinquish the same. In the event that We decide that representation by a Lawyer is necessary (such decision to be at Our sole discretion) then You shall select one of the Legal Panel to provide such legal representation. In the event that We, at Our sole discretion, chooses to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner Our liability or obligations under this Policy beyond what Our liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether We have exercised Our right under this Section to take over the defence of any Claim, We shall have the right to recommend that the Insured settle such Claim for the Settlement Value. The Insured may decline to settle any Claim which We so recommend that it settle; provided, however, that in the event the Insured shall elect to contest or continue to contest such Claim after We have recommended it be settled, We may withdraw from the matter, and Our liability shall not exceed the Settlement Value and the amount of Claims

Expenses incurred with Our consent prior to the date on which We first recommended settlement less the applicable Deductible and Participation Percentage.

We may in the case of any Claim pay to the first Named Insured the amount of Our applicable Limit of Liability or Settlement Value less Deductible and Participation Percentage. Upon such payment being made there is no further cover available under the Policy for that Claim and shall constitute a full and complete release and discharge of Our liabilities in respect of all and any such Loss whether suffered directly by the Named Insured or not.

14. Dispute Resolution (Arbitration)

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

15. Interpretation

Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this Policy is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this Policy capitalised and bolded words have special meaning and are defined.

This Policy, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

(i) headings are descriptive only, not an aid to construction;
(ii) the male includes the female and neuter;
(iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
(iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a Claim is made or Inquiry conducted.

16. Duties in the Event of Occurrence of Circumstance or Claim or Suit

A. Applicable except for Inbuilt Cover Office Premises Liability:

Notification

It is a condition precedent to the Insurer's liability to Loss under this Policy in respect of a Claim or Inquiry that the Insured or Company gives written notice to the Insurer as soon as practicable during the Policy period and, in any event, no later than the expiration date of the Extended Reporting Period if applicable. Notice must be sent to the address mentioned in the Policy Schedule.

Notice of any such Claim or Inquiry must include full particulars, including but not limited to, (i) full details of such Claim or Inquiry (ii) the parties involved and (iii) copies of any documents commencing proceedings, any written notice of any official investigation, Inquiry or investigation.

If during the Policy period or Extended Reporting Period if applicable the Insured or Company shall become aware of any circumstances that might give rise to a Claim or to an Inquiry and as soon as practicable thereafter and in any event during such period gives notice of the same to the Insurer, then any Claim later made or Inquiry later commenced against the Insured shall for the purposes of this Policy be treated as a Claim or Inquiry made during the Policy period or Extended Reporting Period if applicable. A notice of such circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a Claim or Inquiry with full particulars as to dates and persons involved and an estimate of quantum.

B. Applicable to Inbuilt Cover Office Premises Liability:

i) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
   (a) how, when and where the Occurrence took place;
   (b) the names and addresses of any injured persons and witnesses; and
   (c) the nature and location of any injury or damage arising out of the Occurrence.

ii) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made or a Suit is brought against You, You must immediately give Us notice of the specifics of the Claim or Suit. You must: -
   (a) immediately send Us a copy of any demand, letter, writ, Claim, notice of arbitration, process, notice, summons or legal paper received in connection with the Claim or Suit; and
   (b) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a Claim under this Policy for such time as We may reasonably require.

iii) Upon Our request You must
   (a) authorize Us to obtain records and other information,

(b) cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
(c) assist Us in the enforcement of any right against any person or organization which may be liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.

iv) When there is an Occurrence which may involve this Policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay Claims Expenses with respect to such settlements provided that such settlements and Claims Expenses, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The first Named Insured will promptly notify Us of any such settlements made.

v) Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without Our consent. If the Insured shall report any Occurrence or Claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this Policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.

17. Examination of Your Books and Records

We may examine and audit Your books and records as they relate to this Policy at any time during the Policy period and until the later of three years after termination of this Policy or one year after final disposition of all Claims arising out of any Occurrence, provided notice of which has been given under this Policy.

18. Related Claims

If during the Policy period, a Claim is made, or a circumstance is notified in accordance with the requirements of this Policy any Related Claim made after expiry of the Policy period will be accepted by Us as having been:
(i) made at the same time as the notified Claim was made or the relevant circumstance was notified; and
(ii) notified at the same time as the notified Claim or circumstance.
All Related Claims shall be deemed to be one single Claim and deemed to be made at the date of the first Claim of the series or at the first circumstance notified, whichever is first.

19. Governing Law & Jurisdiction

Where legally permissible and subject to all terms and conditions of this Policy, this Policy shall apply to any Claim made against You within Coverage Jurisdiction stated in the Policy Schedule.
Any interpretation of this Policy relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

20. Inspections and Surveys

We have the right, but We are not obligated to:

i) make inspections and/or surveys at any time
ii) give You the reports on the conditions that We find; and
iii) recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety or compliance inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do We warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

21. Legal Action against Us

No person or organization has a right under this insurance to:

- join Us as a party or otherwise bring Us into a Suit seeking damages from an Insured; or
- a person or organization may sue Us to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual
- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding; but We will not be liable for any damages, Loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues Us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against Us must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above.

22. Notice

Any notice required to be given under this Policy:

i) By You will be given to Us only by mailing or delivering such notice at the address shown in the Policy Schedule. Notice to Our or Your agent will not constitute notice to Us.
ii) By Us will be given by mailing or delivering such notice to the Named Insured first shown in the Policy Schedule at the address shown therein.

If notice is mailed, proof of mailing will be sufficient proof of notice.

23. Other Insurance

This Policy will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Insured in respect of that Loss under any other Policy entered into by the Insured or the Company.

This Policy will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Insured in respect of that Loss under any other policy effected on behalf of the Insured or under which the Insured is a beneficiary (but not a policy to which to which the preceding paragraph applies).

Neither of the two paragraphs immediately above applies to such other insurance that is written only as specific excess insurance over the Limit of Liability provided in this Policy.

24. Fraudulent Claims

If any Insured shall give any notice or Claim cover for any Loss under this Policy knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the Policy, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety, and in such case, all cover for Loss under the Policy shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Named insured shall reimburse the Insurer for any payments made under this Policy.

25. Plurals, Headings and Titles

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

26. Policy Modifications

This Policy contains all the agreements between You and Us concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by Us and made a part of this Policy.

27. Reasonable Care

Without exception, You and Your Employees must take all reasonable steps to prevent incurring any Loss, damage or liability.

28. Renewal

Digit is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured. The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India (“IRDAI”) on the date of renewal for this Product.

29. Sole Agent

The first Named Insured shown in the Policy Schedule shall be the sole agent of all Insured under this Policy for the purposes of:

i) ascertaining all information requested in the Proposal for this Policy;
ii) submitting the Proposal and any other underwriting information for this Policy or any renewal hereof;
iii) giving and receiving any required notice under this Policy;
iv) effecting or accepting any amendment to, or cancellation of this Policy;
v) paying all premiums and receiving any return premiums that may become due under this Policy;
vi) keeping records of the information that We need for premium adjustment and sending Us copies of such records at such times as We may request;
vii) accepting any sums paid by Us to the Insured in connection with Our liability under this Policy; and
viii) submission of a dispute to arbitration.

30. Submission means:

i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
ii. the financial statements of any Named Insured; and

iii. other Documents of any Named Insured filed with a regulator and all other material information; submitted to Us in connection with this Policy.

31. Terms

All statements made in the Proposal for this Policy and any material submitted therewith , as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this Policy and, together with the Policy Schedule and any Endorsements to this Policy, are hereby deemed material and are incorporated into and made a part of this Policy and this Policy is issued in reliance upon such Proposal and other material submitted to Us.

32. Transfer of Rights of Recovery against Others (Subrogation)

You shall take all steps necessary or such steps as are required by Us before or after any payment by Us under this Policy to preserve the rights and remedies which You may have to recover the Loss. If any payment is to be made under this Policy in respect of a Claim, We shall be subrogated to all Your rights of recovery whether or not payment has in fact been made and whether or not You have been fully compensated for its actual Loss. We shall be entitled to pursue and enforce such rights in the name of an Insured, who, both before and after payment under this Policy, shall provide Us with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. You shall do nothing to prejudice Our rights under this subrogation clause.

We agree not to exercise any such rights of recovery against any Employee unless the Claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the Employee. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Any amounts recovered in accordance with this clause shall be applied in the following order:

(i) to compensate Us and You for the costs incurred in making the recovery (such payment to be allocated between Us and You in the same proportions as they have borne the costs thereof); and

(ii) to Us up to the amount of the Loss paid by Us; and

(iii) to You in respect of any uninsured element of the Claim (including the Deductible and Participation Percentage under this Policy).

33. Transfer of Rights and Duties (Assignment)

Your rights and duties under this Policy may not be transferred without Our written consent except in the case of the death of Insured.

What is the maximum period of cover available under this Policy?

The coverage under this Policy can be opted for maximum 1 Year.

How do I get the premium amount for this Insurance Cover?

Based on filled proposal form and information furnished, we will provide you with the premium amount.

What Discounts are available under this Policy?

Below Discounts are available under this Policy:

Discounts:

a. **Direct Business Discount:** When business is sourced directly by the company without involvement of any intermediary, 10% discount will be offered for the Direct business.

b. **Deductible:** Underwriter will have an option to specify “Deductible” considering the limit of liability opted. This will attract a discount on the Total Risk Adjusted Cost excluding Taxes. Deductibles will range between 0% to 5% and will be applied on “Any One Occurrence” Limit, in multiples of 0.05%. The discount applicable on the Total Risk Adjusted Cost excluding Taxes will be 2 times of the given deductible.

c. **Participation Percentage discount:** Insured will have an option to select Participant Amount, based on which we will offer the below discount to arrive at the final premium to be charged to the Insured.

Participant Amount (in % of claim amount)	Discount
5.00%	2.50%
7.50%	3.75%
10.00%	5.00%
15.00%	7.50%
20.00%	10.00%

25.00%	12.50%
35.00%	17.50%
50.00%	25.00%
60.00%	30.00%
75.00%	45.00%
80.00%	52.00%
90.00%	63.00%

What do I claim under this Policy?

In case of a claim, we request you to register a claim by contacting our Customer Service No. 1800 258 5956: You can, alternatively, also register a claim by email on: hello@godigit.com

Please keep below details handy at the time of registering claims as this information will help us serve you faster: Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

What do I do in case of any grievance?

We are committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24X7 Toll free number 1800-258-5956 or **You** may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response.

Senior Citizens can now contact **Us** on 1800-258-5956 or write to **Us** at seniors@godigit.com.

Email: grievance@godigit.com

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

IMPORTANT NOTE: Above is a summary of Coverage and Exclusions, please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.